

**Cadillac Properties, Inc., d/b/a Book Cadillac Hotel
and International Union, United Plant Guard
Workers of America (UPGWA) and its Amalgamated
Local Union 114. Case 7-CA-21966**

5 April 1984

DECISION AND ORDER

**BY CHAIRMAN DOTSON AND MEMBERS
ZIMMERMAN AND DENNIS**

Upon a charge filed by the Unions 8 April 1983,¹ the General Counsel of the National Labor Relations Board issued a complaint 11 May against the Company, the Respondent, alleging that it has violated Section 8(a)(5) and (1) and Section 2(6) and (7) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Company has failed to file an answer.

On 14 September the General Counsel filed a Motion for Default Judgment. On 22 September the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Company filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 10 days from service of the complaint, unless good cause is shown. The complaint states that unless an answer is filed within 10 days of service, the "allegations in the [c]omplaint shall be deemed to be admitted true and shall be so found by the Board." Further, the undisputed allegations in the Motion for Default Judgment disclose that the Regional attorney for Region 7, by letter dated 28 June, notified the Company that unless an answer was received immediately, a Motion for Default Judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Default Judgment.²

On the entire record, the Board makes the following

¹ All subsequent dates refer to 1983 unless otherwise indicated.

² In granting the General Counsel's Motion for Default Judgment, Chairman Dotson specifically relies on the total failure of the Respondent to contest either the factual allegations or the legal conclusions of the General Counsel's complaint. Because this proceeding is a default judgment, the Chairman regards it as being without precedential value.

FINDINGS OF FACT

I. JURISDICTION

The Company, a Michigan corporation, is engaged in providing hotel, banquet, and restaurant services at its facility in Detroit, Michigan, where it annually has gross revenue in excess of \$500,000 and purchases and causes goods valued in excess of \$50,000 to be shipped from points located outside the State of Michigan directly to its Detroit place of business. We find that the Company is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that the Unions are labor organizations within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Since 22 August 1980 the Unions have been the exclusive bargaining representative of the employees in the appropriate unit.³ The Respondent and the Unions are parties to a contract which is effective from 17 August 1981 through 17 August 1984. About 24 March the Unions learned that the Respondent had dealt directly with an employee grievant to adjust a grievance that was pending arbitration, and the Unions requested that the Respondent divulge the terms of the grievance settlement. About the same date the Respondent refused, and continues to refuse, to provide the requested information.

We find that, by dealing directly with an employee grievant to adjust a grievance that was pending arbitration without affording the Unions the opportunity to be present, the Respondent violated Section 8(a)(5) and (1) of the Act. We also find that, by refusing to divulge to the Unions the terms of the grievance settlement, the Respondent violated Section 8(a)(5) and (1) of the Act.

CONCLUSIONS OF LAW

1. By dealing directly with an employee grievant to adjust a grievance that was pending arbitration without affording the Unions the opportunity to be present, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

2. By refusing to divulge to the Unions the terms of the grievance settlement, the Respondent has engaged in unfair labor practices affecting commerce

³ All full-time and regular part-time guards employed by the Company at its facility located at 1114 Washington Boulevard, Detroit, Michigan; but excluding all supervisors as defined in the Act and all other employees.

within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

ORDER

The National Labor Relations Board orders that the Respondent, Cadillac Properties, Inc., d/b/a Book Cadillac Hotel, Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Dealing directly with employees to adjust grievances that are pending arbitration without affording the Unions the opportunity to be present.

(b) Refusing to divulge to the Unions the terms of such grievance settlements.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, divulge to the Unions the terms of the grievance settlement that the Respondent adjusted by dealing directly with an employee grievant without affording the Unions the opportunity to be present.

(b) Post at its facility in Detroit, Michigan, copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reason-

able steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT deal directly with employees to adjust grievances that are pending arbitration without affording the Unions the opportunity to be present.

WE WILL NOT refuse to divulge to the Unions the terms of such grievance settlements.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, divulge to the Unions the terms of the grievance settlement that we adjusted by dealing directly with an employee grievant without affording the Unions the opportunity to be present.

CADILLAC PROPERTIES, INC., D/B/A
BOOK CADILLAC HOTEL

⁴ If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."